

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX**

MACK TRUCKS, INC.

Employer

and

Case 6-RC-11988

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA AND ITS LOCAL 677¹

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Patricia Daum, a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to the undersigned Acting Regional Director.²

Upon the entire record³ in this case, the Acting Regional Director finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

¹ The name of the Petitioner appears as amended at the hearing.

² Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by July 19, 2001.

³ The Employer and the Petitioner filed timely briefs in this matter which have been duly considered by the undersigned.

2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

3. The labor organization involved claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

As amended at the hearing, the Petitioner seeks to represent a single unit comprised of all full-time and regular part-time employees in the Employer's quality group at its facility located in Middletown, Pennsylvania, including industrial engineer analysts; excluding all other employees, managerial employees, guards and supervisors as defined by the Act. There are three employees in the petitioned-for unit, all of whom are industrial engineer analysts. The sole issue for consideration herein is whether the industrial engineer analysts should be excluded from representation by the Petitioner on the basis that they are managerial employees. The Employer, contrary to the Petitioner, contends that the industrial engineer analysts are managerial employees inasmuch as they represent the Employer's management interests and take discretionary actions to implement or control the Employer's policies. The industrial engineer analysts have never been represented by any labor organization.⁴

The Employer, a Pennsylvania corporation with its world headquarters located in Allentown, Pennsylvania, is engaged in the manufacture and retail sale of trucks and truck parts at various locations throughout the United States. The Employer operates several factories, including those located in Macungie, Pennsylvania; Winnsboro, South Carolina; and

⁴ The Petitioner represents a separate unit of production and maintenance employees who are employed at the Employer's Middletown facility, and has done so for approximately the past seven years. The parties' current collective bargaining agreement for the production and maintenance employees became effective July 20, 1998. The industrial engineer analysts at issue herein are not specifically mentioned in the unit description of the contract.

Hagerstown, Maryland, as well as parts distribution centers at various other locations.⁵ At issue herein is the Employer's remanufacturing facility, located in Middletown, Pennsylvania, where the Employer is engaged in the remanufacture and retail sale of truck parts.

Employees at the Middletown facility inspect, clean, and machine used engines, transmissions and other truck components, for return to customer use at the original equipment manufacturer's specifications. It is the Employer's smallest manufacturing facility, employing approximately 130 people in the existing bargaining unit. Plant Manager Steven Broadwater oversees the entire remanufacturing operation at Middletown. Reporting to Broadwater are various section managers who are responsible for oversight in such areas as production, manufacturing and engineering, environmental health and safety, and quality assurance.⁶ The industrial engineer analysts whose managerial status is at issue in this matter report directly to the section manager for quality assurance, a position currently occupied by Bruce Adams.⁷

The Employer's Quality Assurance cell at Middletown is responsible for ensuring that the remanufacturing plant's products, processes and services meet standardized specifications. In this regard, the department's activities include measurement and monitoring of various plant functions that are designed to control costs, maintain efficiency and meet customer satisfaction. The Quality Assurance Department is comprised of Section Manager Adams, the three

⁵ The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its affiliated locals, represent the Employer's employees at several of its facilities, including the Hagerstown, Maryland manufacturing plant.

⁶ The Employer regularly refers to its departments as "cells," and to its departmental supervisors as "cell advisors."

⁷ The parties stipulated at the hearing, and I find, that individuals occupying the following positions are properly excluded from any appropriate bargaining unit based on their possession of supervisory indicia under Section 2(11) of the Act: the Plant Manager; Cell Advisors; the Advisor for Shipping, Receiving and Parts; Section Managers; the Manager for Facilities, Environmental, Health and Safety; and the Production Manager. The parties additionally stipulated, and I find, that the manufacturing engineers and an industrial engineer analyst whom the Employer employs in the Manufacturing Department should be excluded from the unit inasmuch as they are not employed in the quality control group which the Petitioner seeks to represent.

industrial engineer analysts at issue herein, and two quality technicians who are members of the existing bargaining unit.⁸

Each of the three subject industrial engineer analysts maintains a separate area of responsibility within the Quality Assurance Department. In this regard, Larry Ort is assigned to address matters that are limited to product warranties. Jessie Wright deals exclusively with gage calibration matters and Laverne Z. Goodling focuses on “demerit audits,” or the Employer’s internal scoring system for product fitness.

As the industrial engineer analyst who handles warranty reliability issues, Ort takes customer complaints and documents them. Thereafter, he compares the reported problem to the terms of the applicable warranty and determines whether the complaint falls within the written confines of the warranty. Such a determination often requires that the part be shipped back to the Employer, either at its Middletown facility, or to its Hagerstown facility, for inspection. When a product or part is returned to the Middletown plant, Ort examines the object for verification of the problem that prompted the customer complaint. If the part is sent to the Hagerstown facility, a bargaining unit member performs the examination, evaluates the warranty, and then makes a recommendation to the Employer’s warranty personnel in its Allentown offices as to whether the claim should be paid.

In the event that the terms of the subject warranty require that the Employer repair or replace the subject part, Ort makes arrangements for such actions. He is authorized to make expenditures for repairs or replacements of items under warranty within a specifically limited framework, ranging from a few hundred dollars up to \$15,000.

On occasion, customers pursue complaints with the Employer about parts that are no longer covered by the applicable warranty. In these circumstances, Ort undertakes the

⁸ There is no assertion by either party that the industrial engineer analysts are supervisors within the meaning of Section 2(11) of the Act. Nor is there any evidence to suggest that the disputed individuals direct the work of the two bargaining unit employees in the Quality Assurance cell, or otherwise possess supervisory indicia that would exclude them from coverage under the Act. Neither party contends that the petitioned-for unit includes the quality technicians. Nor does either party contend that the petitioned-for employees should be included in the existing bargaining unit.

appropriate examination and warranty comparison, after which he discusses the matter with the company representatives from whose department the subject part came. Ort then makes a recommendation to the Quality Assurance Section Manager and/or the Plant Manager, regarding the Employer's commitment of funds for replacement or repair of the part. The Plant Manager has the final authority with respect to expenditure of monies for non-warrantied items and he may overrule any recommendation that Ort makes regarding customer compensation.

Ort is also responsible for drafting "work instructions" concerning his methodology for processing the warranties. These instructions serve as an outline of the steps Ort follows in conducting the above-described warranty evaluation process. They include such items as completion of the appropriate paperwork and advising the appropriate manufacturing cell personnel of warranty requirements. Ort occasionally makes changes to these instructions and documents those changes.

Ort additionally prepares quarterly and monthly reports regarding the status of warranty complaints. He also participates in the Employer's "quality action group" meetings, which are attended by supervisory and bargaining unit employees alike. The purpose of these meetings is to identify quality control issues and, through a "round-table discussion," reach consensus about the best manner in which to correct the problem at hand.

As noted previously, Wright is responsible for operating and maintaining the Employer's gage calibration system. The Employer uses numerous gages to ensure that component parts and products are properly machined and assembled. As an employee of the Quality Assurance cell, Wright conducts and monitors all internal gage calibrations. In performing these tasks, Wright is required to follow a calibration schedule that has been set by an international quality standards organization ("ISO"). He uses a personal computer to track such calibrations and to maintain an inventory of the gages.

In the event that a gage calibration cannot be accomplished in-house, due to lack of expertise, Wright is responsible for contacting an appropriate vendor and making the arrangements for the outsourced calibration. He is not permitted to seek such assistance from

outside vendors unless the problem is such that it cannot be remedied in-house. Wright similarly contacts suppliers for new gages, when necessary, and arranges for repairs.

When securing outside vendors, Wright must follow the Employer's policies with respect to its vendor selection procedure. He may directly contract with these vendors, but in doing so, Wright is bound by the Employer's specifically mandated ranges of expenditures for new gages, gage repair, and gage replacement. Thus, for example, Wright must get approval from the Section Manager for any new gage expenditure that is greater than \$250.00.

Like Ort, Wright is responsible for drafting a set of work instructions for his use in performing tasks associated with the Employer's gage calibration system. In preparing these work instructions, Wright is obligated to follow the general guidelines of the Employer's quality system. He occasionally makes changes to the instructions. These instructions include such tasks as checking inventory to determine whether an adequate gage already exists in the facility and completion of paperwork associated with purchase orders.

The third industrial engineer analyst employed in the Quality Assurance cell, Goodling, is responsible for conducting the Employer's demerit audits. Goodling performs the audits by taking the products apart, examining them, and assessing their quality. Goodling then assigns a score to the product, based on its fitness for use, appearance and torque value, and records the score. The Employer utilizes a demerit audit system adopted from its parent company and the scores that Goodling assigns are dictated by a demerit audit manual written for the particular product.⁹ The manual serves as a checklist of tasks that Goodling must accomplish in order to prepare the audit report, which reflects his findings. Goodling ultimately compiles the scores from various audit reports and inserts them into a matrix, from which it can be determined whether there are any trends in the types of defects revealed by the audits.¹⁰ Goodling also

⁹ While the Employer's Plant Manager testified at the hearing that Goodling may make changes in the procedures for an audit on an as-needed basis, there is no evidence as to how, if at all, he has actually made such changes.

¹⁰ I note that these tasks are performed by bargaining unit employees at the Employer's Hagerstown manufacturing facility.

drafts and modifies work instructions that he uses in completing his daily tasks. These instructions, as well as the subsequent modifications, have been approved by Section Manager Adams.

Goodling sets and maintains a schedule for the audits. He additionally posts the schedule for regular demerit audit meetings, each of which focuses on a different product. These meetings are attended by management personnel and bargaining unit employees who work in the cell where the subject product was remanufactured. The purpose of these meetings is to discuss the demerit audit scores for particular items and to discuss corrections for any problems revealed by the audits. All who attend these meetings, including the bargaining unit employees, may make recommendations about how to improve the demerit score at issue.

According to the Employer's demerit audits policies and procedures, when Goodling finds a "nonconformity of a serious nature" in a product, he must immediately contact the Section Manager for Quality Assurance. Goodling is not authorized to take action with respect to such problems; rather, only the Plant Manager and the Section Manager for Quality Assurance have any authority to take action on the basis of Goodling's audits.

Goodling also conducts "process audits," which involve evaluating whether a person or machine is operating properly at the facility. The quality technicians in the existing bargaining unit also perform such inspections. While the audits may eventually lead to the discipline of bargaining unit employees, Goodling is in no manner involved in any disciplinary or corrective action for other employees.

Goodling occasionally performs Ort's tasks, when Ort is unavailable due to absence. In these circumstances, Goodling is responsible for authorizing expenditures related to warranty matters in the same limited manner as Ort. In the event that both Ort and Goodling are absent, bargaining unit employees (the quality technicians) accept and record customer complaints.

None of the three industrial engineer analysts is involved in making any corporate business plan decisions. Indeed, they do not attend any meetings to which bargaining unit employees are not also invited. The industrial engineer analysts do not participate in any

meetings at which labor relations matters are discussed, or otherwise contribute to the formulation of the Employer's labor relations policies and procedures. They do not order overtime or schedule bargaining unit employees to address quality-related problems. The industrial engineer analysts do not make any decisions regarding the size of the workforce. Wright and Goodling have been asked to assist in developing an internal training program concerning their respective areas of responsibility. Thus, the Employer has recently asked Wright to help the Employer's inexperienced machining operators learn how to read gages. The Employer similarly asks bargaining unit employees to train each other in areas such as welding.

With respect to the industrial engineer analysts' terms and conditions of employment, the record reveals that their regular working hours are the same as those of the bargaining unit employees. The industrial engineer analysts are considered "grade 11 exempt" employees and they are paid on a salaried basis.¹¹ Like the bargaining unit employees, the industrial engineer analysts enjoy health insurance coverage, pension benefits and participation in a 401(k) plan. The industrial engineer analysts also receive the benefit of long-term disability coverage, while the non-exempt, non-bargaining unit clerical employees do not. The disputed employees need only possess a high school diploma or GED in order to fill their positions.

It has long been established that, based on Board policy, managerial employees are excluded from coverage under the Act. NLRB v. Bell Aerospace Company, Division of Textron, Inc., 416 U.S. 267, 288-289 (1974). "Managerial employees" are defined as those employees who have authority to formulate and effectuate management policies by expressing and making operative the decisions of their employer, and those who have discretion in the performance of their jobs independent of their employer's established policies. General Dynamics Corp., Convair Aerospace Division, 213 NLRB 851, 857 (1974). Indeed, managerial employees are considered to be so "much higher in the managerial structure" that Congress found it

¹¹ The Plant Manager testified that he was unsure of the salary range for the disputed employees, and suggested that it might be as much as \$4,000 to \$15,000 more than unit employees' wages, on an annual basis.

unnecessary to mention them in the exclusionary provisions of the Act. NLRB v. Yeshiva University, 444 U.S. 672, 682-683. (1980). The purpose, then, of excluding managerial employees from bargaining units is to ensure that employees who exercise discretionary authority on behalf of their employer “will not divide their loyalty between employer and union.” Id. at 687-688.

It is not an employee’s job title that determines his or her managerial status, but the employee’s actual job responsibilities, authority and relationship to management. Bell Aerospace, supra, 290 at fn. 19. Nor do employees acquire managerial status by making some decisions or exercising some judgment “within established limits.” Holly Sugar Corporation, 193 NLRB 1024, 1026 (1971). Further, employees whose discretion and latitude for independent action takes place within the confines of the employer’s general directions are not managerial employees. Bell Aerospace, supra, 288 at fn. 16.

In the instant case, the Employer contends that the industrial engineer analysts are managerial employees on the grounds that they exercise independent discretion and judgment in a manner aligned with management and that they directly impact the Employer’s financial commitments to its customers, vendors and bargaining unit employees. I disagree. Rather, the record evidence establishes that the industrial engineer analysts perform their duties within the confines of established Employer policies and procedures, so as to render them eligible for representation by the Petitioner.

With respect to Ort, whose primary duties are to receive customer complaints and compare the complaints to existing warranties, the Plant Manager testified that the “managerial part” of Ort’s job arises in the evaluation of whether the customer is telling the Employer the truth about the nature of the purported defect. Notably, however, Ort does not make the determination of a customer’s honesty by telephone, but has the part sent to one of the Employer’s facilities for inspection. That inspection is as likely to be conducted by a bargaining unit member as by Ort himself. Further, Ort’s determination about warranty compliance is merely a matter of his consulting the written text of the applicable warranty. Thus, it cannot be

concluded that Ort exercises any significant level of independent judgment in performing his primary duties.

Just as Ort's ability to respond to customer complaints and pay out claims is regularly limited by the terms of the warranties, so is his use of discretion to pay claims that fall outside of the warranties. In these circumstances, as noted above, Ort must consult with his superiors prior to making expenditures for such claims and these superiors may overrule Ort's recommendations. The mere authority to make limited expenditures on behalf of the Employer does not render one a managerial employee. Simplex Industries, Inc., 243 NLRB 111 (1979). The restrictions placed on Ort in this regard, both by the very terms of the warranties and by the requirement that he obtain approval for non-warranty claims, indicate that he lacks the independent discretion and judgment necessary to make him a managerial employee.

The record establishes, and I find, that Wright similarly lacks the independent judgment and discretion necessary to render him a managerial employee. In performing his gage calibration duties, Wright must adhere to a calibration schedule that has been set by the third-party ISO, as well as meet the standards of that organization. While Wright's tasks may require technical expertise, they do not require that he use discretion to perform his job duties in a manner that is independent of the Employer's established policy. General Dynamics Corp., supra at 858. Further, Wright's authority to contact outside vendors to arrange for gage replacements, calibration or repairs, is ministerial in nature and in no manner alters the course of the Employer's established policies. Wright's ability to commit monies on the Employer's behalf when dealing with the outside vendors is explicitly restricted by the Employer's guidelines for each type of transaction. Such minor expenditures do not render Wright a managerial employee. Simplex Industries, supra.

With respect to Goodling, I find that he, too, fails to exercise independent judgment and discretion when performing his duties in connection with the Employer's demerit audit system. In this regard, Goodling's tasks involve examining parts in a manner that is also performed by bargaining unit employees and assigning scores for the products based on previously

established guidelines. Goodling did not create the scoring mechanism; rather, he is bound by the demerit manual that exists for the particular product. Nor do Goodling's reportorial functions render him a managerial employee, where he simply advises the Employer of his findings from the audits. He possesses no authority to enact any recommendations based on these findings.

While Goodling schedules and participates in regular demerit audit review meetings, these meetings are attended by managerial and bargaining unit employees alike and Goodling is but one of the attendees who might offer suggestions for improving problems with the products. Finally, although the Employer speculates that Goodling's audit reports could lead to employee discipline, there is no record evidence that Goodling's audit conclusions have directly impacted bargaining unit employees' terms and conditions of employment.¹²

In support of its position that the industrial engineer analysts are managerial employees, the Employer relies heavily on the fact that they draft work instructions for their respective areas of responsibility. The record discloses, however, that the coverage of these instructions is limited to the disputed employees' own realm of expertise, and does not extend to the Employer's company-wide policies.¹³ Thus, the instructions do not change the course of the Employer's business; instead, they allow the industrial engineer analysts to operate within it and serve as a methodology for the performance of their duties. Absent a determination that the work instructions, which are subject to the approval of the Section Manager, involve an exercise of discretion that is independent of the Employer's established policies, I find that they are an insufficient basis for conferring managerial status on the industrial engineer analysts.

Finally, the record clearly establishes that the industrial engineer analysts play no role in developing the Employer's overall policies, labor relations policies and/or business plans. As noted, they attend no meetings in which other bargaining unit employees do not participate and

¹² As previously noted, neither Goodling nor the other two industrial engineer analysts have any authority to issue discipline to any other employees.

¹³ The record does not indicate how, if at all, these work instructions impact the employees in the existing bargaining unit.

they participate in no meetings at which labor relations matters are discussed. The industrial engineer analysts are not authorized to direct overtime or schedule work for other employees and they work the same hours as the bargaining unit employees.

Based on the foregoing, and the record as a whole, I find that the industrial engineer analysts are not managerial employees. Rather, the evidence reveals that they lack the requisite discretion and judgment, independent of the Employer's established policies, necessary to confer managerial status upon them. Bell Aerospace, supra.¹⁴

¹⁴ In reaching this conclusion I have thoroughly reviewed the cases cited by the Employer, but I find that they are distinguishable from the facts at hand. Notably, the Employer's reliance on the Board's decision in Virginia Mfg. Co., 311 NLRB 992 (1993), is misplaced, where the Board in that matter determined that a production control clerk, whose duties included monitoring production efficiencies and work processes, tracking inventory and preparing reports, was properly considered an office clerical employee, based on a lack of community of interest with the production employees in the bargaining unit. The Board's passing reference to the clerk's having had interests more aligned with management than with the production employees did not constitute a finding that the clerk was a managerial employee.

I similarly find that the facts at hand are distinguishable from many of those set forth in the Board's decision in General Dynamics, supra. In that matter the Board considered what it called the "unusual claim" that work decisions made by competent professional and administrative employees in the normal course of their employment were tantamount to expressions of managerial authority. The "unusual" nature of this claim derived from the fact that the employer's entire business was predicated on the work of the engineers whose duties were in dispute. Thus, engineers who were not in supervisory positions had major responsibilities relative to the development of company-sponsored projects. Such is not the case at the Employer's remanufacturing facility.

The Employer's comparison of the senior engineering metallurgist in General Dynamics to the industrial engineer analysts herein is faulty in that the metallurgist developed his own projects outside of the confines of the Employer's established policies. Unlike the disputed employees in this matter, the metallurgist additionally had the authority to commit the Employer to substantial expenditures. The Employer's comparison of the senior equipment engineers in General Dynamics to the industrial engineer analysts herein is likewise incomplete, where those employees were responsible for actually preparing and executing designs on equipment, as well as negotiating with third parties regarding the provision of equipment, without apparent restrictions. Finally, the Employer argues that the senior quality assurance specialists whose managerial status the Board considered in General Dynamics should be likened to the disputed industrial engineer analysts. The two classifications are clearly distinguishable, however, where the senior quality assurance specialists were authorized to requisition a change in manpower skills or training; order increased personnel manning in areas where quality control problems arose; and decide that certain functions were superfluous and must be discontinued. The industrial engineer analysts are in no manner authorized to assume such functions on behalf of management at the Employer's Middletown facility.

Finally, while the Employer relies heavily on a representation case decision issued by the Regional Director of Region 5 in 1993, Mack Trucks, Inc., Case 5-RC-13889, I find that such reliance is misplaced. The previously issued decision has no precedential value and it is distinguishable on the facts. More particularly, the employees at issue therein possessed significant discretion in the creation of project plans that were independent of the Employer's existing policies. Such is not the case in the instant matter.

Accordingly, I find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time industrial engineer analysts employed by the Employer in the Quality Assurance group at its Middletown, Pennsylvania, facility; excluding office clerical employees, managerial employees and guards, professional employees and supervisors as defined in the Act, and all other employees.¹⁵

DIRECTION OF ELECTION

An election by secret ballot will be conducted by the Regional Director among the employees in the unit set forth above at the time and place set forth in the Notice of Election to be issued subsequently, subject to the Board's Rules and Regulations.¹⁶ Eligible to vote are those employees in the unit who were employed during the payroll period immediately preceding the date below, including employees who did not work during that period because they were ill, on vacation or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period and employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before

¹⁵ As noted previously, the unit does not include the quality technicians already represented as a part of the production and maintenance unit.

¹⁶ Pursuant to Section 103.20 of the Board's Rules and Regulations, official Notices of Election shall be posted by the Employer in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed. The Board has interpreted Section 103.20(c) as requiring an employer to notify the Regional Office at least five (5) full working days prior to 12:01 a.m. of the day of the election that it has not received copies of the election notice.

the election date and who have been permanently replaced.¹⁷ Those eligible shall vote whether or not they desire to be represented for collective bargaining by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local 677.

Dated at Pittsburgh, Pennsylvania, this 5th day of July 2001.

/s/Stanley R. Zawatski

Stanley R. Zawatski

Acting Regional Director, Region Six

NATIONAL LABOR RELATIONS BOARD

Room 1501, 1000 Liberty Avenue

Pittsburgh, PA 15222

460-5033-7500

¹⁷ In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. Excelsior Underwear, Inc. 156 NLRB 1236 (1966); NLRB v. Wyman-Gordon Company, 394 U.S. 759 (1969). Accordingly, it is hereby directed that the election eligibility list, containing the full names and addresses of all eligible voters, must be filed by the Employer with the Regional Director within seven (7) days of the date of this Decision and Direction of Election. The Regional Director shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the Regional Office, Room 1501, 1000 Liberty Avenue, Pittsburgh, PA 15222, on or before July 12, 2001. No extension of time to file this list may be granted, except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.